

## REMARKS

Amendments are made to claims 1, 2 and 19, and no new matter is added by any of the amendments. Support for the amendments is found in the original claims, drawings and in the specification, such as in paragraphs [0003] and [0023], for example.

Fay (US 6,565,040) and Lea (US 3,567,162), taken alone or in combination, fail to teach or suggest all of the limitations of the claims, as now amended.

Lea teaches away from the claims. Lea teaches the advantages of its corrugated construction that prevents the insulation package (claim 1), the barrier layers (claim 2) and the surface of the film (claim 19) from being contoured with the fuselage skin. Instead, these features of Lea are expressly taught to be corrugated, such that the surface of each of these folds in on itself and repeatedly faces perpendicular to the contour of the fuselage skin.

Although Lea teaches a single layer **16** that is contoured to the fuselage skin, Lea teaches that this layer **16** is merely “a paper or easy-tear type material **16**, which is not a part of the insulation package, is not a burn-through-proof film that envelopes the insulation package, and is not a burn-through-proof barrier layer, as those terms must be understood in light of the language of the claims and the specification. Instead, Lea expressly teaches away from this layer **16** being involved in fire proofing the insulation, because Lea’s invention is directed to providing a corrugated fire protective material layer **14** on one side of a corrugated fluffy material **12**.

The corrugation is essential to the invention of Lea, which is not operative without it. “To achieve the desired results, an insulation batt or blanket of material having fire-resistant qualities is folded into a corrugated or zigzag configuration and positioned within the spaces existent in the aircraft wall structure.” Column 1, ll. 31-36 of Lea. Without this corrugation, the results are not achieved. Therefore, Lea teaches away from claims 1, 2 and 19, the

independent claims, as now amended. Since this is an essential feature of Lea, Lea teaches away from claims 1, 2 and 19. All of the other claims depend from one of these three claims, incorporating all of the limitations of the parent claim and additional limitations. Therefore, Lea teaches away from all of the pending claims.

Furthermore, Lea, taken alone or in combination with Fay, fails to teach or suggest enveloping the corrugated fluffy material **12** with a fire protective material. Instead, Lea teaches that the fire protective material is only needed on the side facing the outer skin. Column 1, ll. 38-42 of Lea.

In addition, Lea, taken alone or in combination with Fay, fails to teach or suggest: "wherein the film forms ends of the film enclosing the insulation package in an envelope, and the ends form an attachment region in order to attach the insulation structure to the vehicle with fasteners, and wherein the film is burn-through safe" as now recited in claims 1, 2 and 19. Neither Lea nor Fay, taken alone or in combination, teach or suggest that a burn through resistant film forming an envelope that has ends that enclose an insulation package and form attachment regions for attachment to a structure of the vehicle. Indeed, Lea teaches that the insulation **10** of Lea is flattened between the frames **20** and panel **24**, whether individually or overlapped at joint, and Fay is silent.

Therefore, the pending claims include limitations omitted from both of the cited references, whether taken alone or in combination, and the claims are nonobvious over the cited references.

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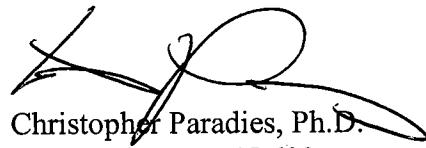
No new matter has been added by any of the amendments. Applicant respectfully requests entry of the amendments and allowance of all of the pending claims, which are now in condition for allowance.

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Respectfully submitted,



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